

This agreement made this 28 day of June 1977 between the County of Hunterdon, by its Board of Chosen Freeholders (hereinafter known as the Employer) and Hunterdon County Jail Employees' Association (hereinafter known as the Association).

WHEREAS, the Association has been selected as the bargaining agent by the employees hereinafter to be defined, in accordance with Chapter 303 of the Laws of 1968, and said Association has been recognized as such by the Employer, and

WHEREAS, said Association has been in negotiations with the Employer pursuant to Chapter 303 of the Laws of 1968, and

WHEREAS, the parties have agreed upon certain terms of employment as a result of the negotiations carried on pursuant to the Law,

NOW THEREFORE, subject to law as herein provided, the parties hereto, in consideration of the following mutual promises, covenants and agreements contained herein, do hereby establish the following terms and conditions which shall govern the activities of the parties and all effected employees:

1. RECOGNITION: The Association is hereby designated as the bargaining agent for all employees employed by the County of Hunterdon in the following job titles:

HUNTERDON COUNTY SHERIFFS OFFICERS

JOB CLASSIFICATIONS

Sheriffs Officer - Corrections
Sheriffs Officer Sergeant - Corrections
Sheriffs Officer Lieutenant - Corrections
Sheriffs Officer Captain - Corrections
County Correction Matron

2-A SALARY RANGES: Employees covered under the terms of this agreement shall be paid in accordance with the following salary ranges:

| | |
|---|-------------|
| M. Eleanor Atkinson, County Correction Matron** | \$15,500.00 |
| Asst. Work Release Administrator* | \$ 1,500.00 |

* Position shall be filled by Sheriffs Officer Lieutenant, Edward Serridge, in addition to his regular duties.

** Matron salary applies only to incumbent.

The base pay for 1977 shall be adjusted at the rate of 12% over base pay of 1976. This adjustment to cover the period from January 1, 1977 to December 31, 1977.

The base pay for 1978 shall be adjusted at the rate of 6% over base pay of 1977. This adjustment to cover period of January 1, 1978 to December 31, 1978.

2-b

| <u>Year</u> | <u>Base</u> | <u>1-3</u> | <u>4-6</u> | <u>7-9</u> | <u>10-12</u> | <u>13-15</u> | <u>16-20</u> |
|---------------------------|-------------|------------|------------|------------|--------------|--------------|--------------|
| <u>Sheriff's Officers</u> | | | | | | | |
| 1977 | 6.82 | 7.06 | 7.31 | 7.57 | 7.83 | 8.10 | 8.38 |
| 1978 | 7.23 | 7.48 | 7.74 | 8.01 | 8.29 | 8.58 | 8.88 |
| <u>Sergeant</u> | | | | | | | |
| 1977 | 7.36 | 7.62 | 7.89 | 8.17 | 8.46 | 8.76 | 9.07 |
| 1978 | 7.80 | 8.07 | 8.35 | 8.64 | 8.94 | 9.25 | 9.57 |
| <u>Lieutenant</u> | | | | | | | |
| 1977 | 7.90 | 8.18 | 8.47 | 8.77 | 9.08 | 9.40 | 9.73 |
| 1978 | 8.37 | 8.66 | 8.96 | 9.27 | 9.59 | 9.93 | 10.28 |
| <u>Captain</u> | | | | | | | |
| 1977 | 8.49 | 8.79 | 9.10 | 9.42 | 9.75 | 10.09 | 10.44 |
| 1978 | 9.00 | 9.32 | 9.65 | 9.99 | 10.34 | 10.70 | 11.07 |

It is further agreed that there will be one promotion to Sheriffs Officer Captain, in addition to one new full-time position of Sheriffs Officer. All promotions and new position titles will be granted by examination (written and/or oral) applicable to employees covered under this agreement. All promotions shall be by examination, based upon the following, which shall be applied consistent with Civil Service Rules and Regulations:

- (A) Veterans - 5 points
 - 1 - 3 years of continuous employment 1 point
 - 4 - 6 years of continuous employment 2 points
 - 7 - 9 years of continuous employment 3 points
 - 10 -12 years of continuous employment 4 points
 - 13 -15 years of continuous employment 5 points
- (B) Eligibility to take promotional examinations shall apply to all full-time employees covered under this agreement who have completed three years of employment. The final choice of an applicant to fill a position shall be solely that of the Warden County Jail, or in his absence, by the Asst. Warden County Jail.

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All college credits earned in the Correction Officers field shall be paid for by the Employer, at the rate of \$50.00 per credit, per year, in addition to the employees regular rate of pay. Credits earned must be earned in the Criminal Justice field of education.

All personnel covered under this agreement shall be paid overtime at the rate of one and one-half ($1\frac{1}{2}$) times their normal rate of pay for the performance of any hours scheduled beyond a forty (40) hour work week, and a minimum of three (3) hours pay when an employee has completed a regularly scheduled workday, and is required to return to work in an emergency situation.

3. HOLIDAYS: The following legal holidays shall be observed under this agreement - New Year's Day; Lincoln's Birthday; Washington's Birthday; Good Friday; Easter Sunday; Memorial Day; Independence Day; Labor Day; Columbus Day; General Election Day; Veteran's Day; Thanksgiving Day and Christmas Day; and any other holidays declared by duly constituted officials of the County, State, or Federal Government. When these holidays conflict with the work schedule, employees required to work shall be paid at the rate of two and one-half ($2\frac{1}{2}$) times their normal rate of pay.

4. SHIFT DIFFERENTIAL: An additional 15¢ per hour shall be paid to employees working 4:00 P.M. to midnight. Employees working from midnight to 8:00 A.M. shall be paid an additional 20¢ per hour.

5. UNIFORM ALLOWANCE: All Jail personnel shall be entitled to receive an annual Uniform Allowance Maintenance of \$300.00 per year, payable June 30th and December 31st of each year covered under this agreement, and said allowance shall be pro-rated at the rate of \$25.00 per month.

6. BEREAVEMENT: All employees shall receive five (5) consecutive working days leave in the event of the death of a spouse, child, son-in-law, daughter-in-law, parent, sister, sister-in-law, brother, brother-in-law, father-in-law, mother-in-law. Such leave being separate and distinct from any other leave.

7. VACATION: All employees shall be granted vacation leave based upon the following from date of hire:

| <u>YEARS OF SERVICE</u> | <u>AMOUNT OF VACATION</u> |
|-------------------------------|---|
| Less than one year | One working day for each month of service |
| One to seven years | Twelve working days per year |
| Eight to eleven years | Fifteen working days per year |
| Twelve to seventeen years | Twenty working days per year |
| Eighteen to twenty-five years | Twenty-five working days per year |
| Twenty-five years and over | Thirty working days per year |

8. SICK LEAVE: Sick leave shall accumulate at the rate of one and one-quarter days per month in the first year of service commencing in the first month or major portion thereof, from date of hire. It is assumed that the employee shall remain in the service of the County for the remainder of the calendar year, and the total number of sick days, pro-rated, shall be credited to the employee. If separation occurs before the end of the year, and more sick leave has been taken than appropriated on a pro-rated basis, the per diem rate of pay for the excess days shall be deducted from the employees final paycheck. Sick leave shall accumulate from year to year, with an additional fifteen (15) days credited to the employee at the beginning of each successive calendar year.

Days lost due to injury or illness arising out of or caused by County employment for which the employee has a claim from Workmens Compensation shall not be charged to sick leave. The employee shall receive full pay from the County during this time, and all monies received by the employee from Workmens Compensation during the absence from work, shall be turned over to the County Treasurer's Office. Paid holidays occurring during a sick leave period shall not be chargeable to sick leave.

9. PERSONAL LEAVE: All employees herein shall receive four (4) days leave for personal business, non-accumulative, each year.

10. PHYSICAL EXAMINATIONS: The Employer agrees to pay for physical examinations for all new employees. The Employer further agrees to pay for all physical examinations required by Employer that is job related for employees covered under this agreement. All examinations required by the Department of Civil Service; Public Employees Retirement System and the Police & Firemen's Retirement System shall be paid for by the Employer. All employees covered under this agreement shall use their New Jersey Blue Cross-Blue Shield coverage, when applicable.

11. MEDICAL BENEFITS: All eligible employees shall be covered by Blue Cross, Blue Shield, Rider J and Major Medical, at the Employers expense. The Employer shall also pay the monthly Medicare premiums for each employee and the employee's spouse over age sixty-five (65) while still employed. In addition, the Employer shall provide a Prescription Plan for all eligible employees and eligible dependents at no cost to the employee. The Prescription Plan to be provided through Blue Cross-Blue Shield from July 1, 1977 to December 31, 1977 if the Association can be enrolled in this plan.

12. CIVIL ARREST INSURANCE COVERAGE: The Employer agrees to false arrest liability insurance coverage for employees who are named defendants in civil liability actions related to activities within the scope of their employment as covered by insurance. The Employer further agrees to provide legal counsel in such cases.

13. ADHERENCE TO CIVIL SERVICE RULES: The Employer and the Association understand and agree that all rules promulgated by the New Jersey Department of Civil Service concerning any matter specifically covered in this agreement shall be binding upon both parties.

14. MANAGEMENT RIGHTS: All of the rights, powers, and authority possessed by the Employer prior to signing of this agreement are retained exclusively by the Employer subject only to such lawful limitations as are specifically provided in this agreement.

15. NO STRIKE LOCKOUT PROVISION: Neither the Association nor the employee of the Employer shall interfere, instigate, promote, sponsor, engage in or condone any strike or concerted work stoppage, lock-out or any other interruptions of work. In the event that any persons violate the terms of the no-strike clause, the Public Employer shall have the right to discharge or otherwise discipline such person.

In the event that an arbitration proceeding is instituted which involves a breach of the no-strike clause, the sole question for the Arbitrator shall be whether the employee was engaged in the prohibited activity.

16. GRIEVANCE PROCEDURE: A complaint of grievance of any employee related to conditions of work, if otherwise provided for in Law, rules or regulations, shall be settled in the following manner:

Step 1. The complaint or grievance of any employee shall first be taken to the employee's immediate supervisor who shall make an effort to resolve the problem within a reasonable period of time, three (3) working days if possible. At this level, a complaint or grievance need not be in writing. It is understood that, as such, there is no provision for supervisory personnel other than the Warden, Assistant Warden of the County Jail and therefore Step 1 is to be undertaken between the aggrieved employee, the Warden or Assistant Warden.

Step 2. In the event any complaint or grievance of any employee cannot be resolved informally within a three (3) day working period, a written grievance or complaint shall be submitted to the Warden who shall acknowledge its receipt and shall render a decision in writing five (5) days thereafter.

Step 3. If the aggrieved employee is not satisfied with the decision of the Warden or Assistant Warden and wishes to pursue the matter further, he may request the grievance be submitted to the Sheriff, who shall hear the grievance and make recommendations for its resolution within five (5) working days. This time limit may be extended by mutual agreement.

Step 4. If the recommendation of the Sheriff does not satisfactorily resolve the problem, the aggrieved employee may appeal in writing, within five (5) days, to the Board of Chosen Freeholders or their designated representative for a final determination of the grievance.

Nothing contained in the above procedure restricts or limits an employee's rights to appeal to the Civil Service Commission, under the laws and rules governing the operation of that agency. However, if any employee chooses to use the grievance procedure established herein, for resolving a problem, he is thereby precluded from having the same matter adjudicated by any person or agency. Such option shall be exercised at Step 3 above, before an appeal is taken to the Board of Chosen Freeholders. In using the grievance procedure established herewith, an employee is entitled at each step to be represented by an attorney of his own choosing. Any expenses for legal representation thus incurred will be borne by the employee.

DURATION OF THE CONTRACT: It is hereby agreed by the Employer and the Association that this contract shall remain in effect from January 1, 1977 to December 31, 1978.

COUNTY OF HUNTERDON

By its Board of Chosen Freeholders

ATTEST:

Dolores F. Gimson
Dolores F. Gimson, Clerk

George D. Muller
George D. Muller, Freeholder

W. Harold Atkinson
W. Harold Atkinson, Warden
& Employees Representative

Edward Seriedgo Pres.

Mary R. Kinner Sec.
Association Representative

WHEREAS, it has been mutually agreed by the parties involved, that both the Warden County Jail and Assistant Warden County Jail titles should no longer be a part of the Hunterdon County Jail Employees negotiations.

BE IT FURTHER RESOLVED, that the salaries for 1977 for the positions of Warden County Jail and Assistant Warden County Jail be set as follows:

| | |
|---|--------------|
| W. Harold Atkinson, Warden County Jail | \$27,500.00* |
| H. Nelson Gible, Asst. Warden County Jail | \$23,500.00 |

* The salary of \$27,500.00 shall include \$3,000.00 as Work Release Administrator.

COUNTY OF HUNTERDON

By its Board of Chosen Freeholders

ATTEST:

Dolores F. Gimson
Dolores F. Gimson, Clerk

George D. Muller
George D. Muller, Freeholder

W. Harold Atkinson
W. Harold Atkinson, Warden

H. Nelson Gible
H. Nelson Gible, Asst. Warden

I HEREBY CERTIFY THIS TO BE A TRUE
COPY OF THE ORIGINAL.

Dolores F. Gimson
HUNTERDON COUNTY, N.J.